

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Amadou A. Sawane  
dba Sawane and Sons, Inc.

CHAPTER 13

CASE NO. 16-18346-sr

PNC Bank, National Association  
Movant

vs.

Amadou A. Sawane  
dba Sawane and Sons, Inc.  
Debtor(s)

and  
Frederick L. Reigle, Esquire  
Trustee

**STIPULATION IN SETTLEMENT OF  
MOTION FOR RELIEF FROM AUTOMATIC STAY**

PNC Bank, National Association ("Mortgagee") and Amadou A. Sawane dba Sawane and Sons, Inc. ("Debtor(s)"), through their respective counsel, hereby stipulate as follows:

1. The automatic stay as provided by 11 U.S.C. §362 shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. Mortgagee is the holder of a mortgage which is a lien on Debtor's real property known as and located at: 7235 Shear Water Place, Philadelphia, PA 19153.

3. The parties certify that the total post-petition delinquency as of May 1, 2017, is \$6,149.05, consisting of post-petition payments from 2/1/17 through 5/1/17 at \$1,332.11 per month, attorney's fees in the amount of \$650.00, filing fees in the amount of \$181.00, less a Suspense Balance of \$10.39.

4. On or before 05/15/2017, Debtor shall pay a down payment in the amount of \$2,000.00. Beginning with the payment due 06/01/2017, Debtor(s) shall pay the regular monthly mortgage payment, currently in the amount of \$1,332.11, plus the additional sum of \$691.50 toward the above delinquency for a total payment of \$2,023.61 per month, payable on the first of each month, through and including 10/01/2017. Ending with the payment due 11/01/2017, Debtor(s) shall pay the regular monthly mortgage payment, currently in the amount of \$1,332.11, plus the additional sum of \$691.55 toward the above delinquency for a total payment of \$1,023.66 per month until the account is brought current post-petition. All payments are to be made by **certified check or money order** and be made payable to PNC Bank, National Association. The address to which payments should be sent is 3232 Newmark Drive, Miamisburg, OH 45342. Debtor(s) shall reference their loan number on any and all payments submitted pursuant hereto.

5. Should Debtor's regular monthly payment amount change, Debtor shall be notified of such change by the mortgagee, and the monthly payment amount due under the terms of this stipulation shall change accordingly.

6. Should Debtor(s) fail to make any of the above described payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Mortgagee may send Debtor(s) and counsel a written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

7. In the event the instant bankruptcy case is converted to a case under Chapter 7 of the Bankruptcy Code, the Debtor(s) shall cure the pre-petition and post-petition mortgage arrears within ten (10) days from the date of such conversion. Should the Debtor fail to cure said arrears within the ten day period, such failure shall be deemed a default under the terms of this Stipulation and Movant may send Debtor(s) and counsel a written notice of default. If the default is not cured within ten (10) days from the date of the notice, counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

8. The parties agree that a facsimile signature shall have the same force and effect as an original signature.



J. Eric Kishbaugh, Esquire  
UDREN LAW OFFICES, P.C.  
Attorneys for Mortgagee



Michael A. Cataldo, Esquire  
Attorney for Debtor(s)



Frederick L. Reigle, Trustee

APPROVED BY THE COURT THIS 22nd DAY OF May, 2017.



U.S. BANKRUPTCY JUDGE  
Stephen Raslavich